

OWNER PACKET

IMPORTANT INFORMATION ENCLOSED

*****THIS PAPERWORK TO BE COMPLETED FOR PROPERTIES****
LOCATED IN THE CITY OF LONG BEACH ONLY**

You must provide the following mandatory information with the Request For Tenancy Approval (RFTA), Owner and Tenant Acknowledgement, Initial Disclosure form, Owner Payment Assignment and Owner Certification.

IF ALL INFORMATION IS NOT RECEIVED THE UNIT WILL NOT BE SCHEDULED FOR INSPECTION.

- ☐ Proof of Ownership - a photocopy of the Final Closing Escrow Statement, Recorded Grant Deed (showing the street address) or yearly tax bill for the this property.
- ☐ Request for Taxpayer Identification Number and Certification (W9 form).
- ☐ Completed Direct Deposit Authorization form (with attached copy/voided check). Direct Deposit is MANDATORY.
- ☐ Copy of executed property management agreement. (If applicable)
- ☐ Any other documentation indicated on the Initial Disclosure form.

If title is held by an individual/s,

- ☐ Photocopy of the Social Security Card **and** Valid Drivers license(or State Identification card)

If title is held by an organization/entity,

- ☐ Proof of Employer Identification Number

PLEASE NOTE THAT THE LAST 3 FORMS (OWNER & TENANT ACKNOWLEDGEMENT, RFTA AND LEAD PAINT DISCLOSURE FORM) MUST BE SIGNED AND INITIALLED BY BOTH THE OWNER AND TENANT.

ALL COMPLETED ORIGINAL FORMS AND REQUESTED INFORMATION MUST BE RETURNED BY MAIL OR HANDCARRIED TO THE HOUSING AUTHORITY. ONCE ALL INFORMATION IS RECEIVED YOU SHOULD BE CONTACTED WITHIN TEN WORKING DAYS.

COPIES OF THESE DOCUMENTS MAY BE OBTAINED ONLINE IF NEEDED AT WWW.HACLB.ORG

THANK YOU FOR YOUR COOPERATION.

SECTION 8 OWNER INFORMATION SHEET HOUSING AUTHORITY OF THE CITY OF LONG BEACH
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Thank you for your interest in the Housing Authority of the City of Long Beach Section 8 program. We look forward to working with you and hope that your experience with the Housing Authority (HA) will be a positive one. Please read this Information Sheet before making a final decision to participate, even if you have previously participated in HA rental assistance programs. You are less likely to experience problems with the program if you understand the rules and procedures before you agree to participate.

PROGRAM DESCRIPTION

The Section 8 program is funded by the Department of Housing and Urban Development (HUD) and administered by the HA. The Section 8 program provides rental assistance to very low income households to enable them to rent decent, safe and sanitary units at affordable rents. Generally, the program works as follows:

- The HA selects the household from the waiting list, determines eligibility, and issues a Housing Choice Voucher.
- The household applies to you for a unit, you screen the applicant, and if you decide to rent to them, you submit a Request For Tenancy Approval (RFTA) to the HA.
- The HA inspects the unit, negotiates the rent with you.
- After the unit, rent amount and the lease are approved by the HA, the tenant moves into the unit.
- The tenant remains in the unit and the HA continues to pay rental assistance to you as long as the lease and contract are in effect, and the tenant remains eligible.

()initial

THE TENANT

The household is your tenant, not the HA's. The HA determines the tenant's eligibility but makes no determination of their suitability as tenants. You must screen all prospective tenants including:

PREVIOUS LANDLORDS

CREDIT REPORT

UNLAWFUL DETAINER REPORT

Prior to the start of a contract, with the applicant's written authorization, you may make a written request to the HA for information from our files. The HA will give you the names and addresses of the applicant's current and previous landlords(within the last 3 years) and number of persons in the household. This is not a substitute for customary screening procedures.

If you choose a bad tenant, ~~there is nothing we can do to solve the problem for you.~~ Although the HA may terminate assistance to the family for lease violations, this is possible only ~~after~~ you evict the family for those violations.

()initial

FAIR HOUSING

You may not discriminate in the selection of tenants or provision of services on the basis of age, race, color, creed, religion, sex, disability, national origin, familial status or sexual orientation.

(_____)initial

THE UNIT

The unit must pass an HA inspection before it can be put on the Section 8 program. Thereafter, the unit must pass inspections annually. The HA may also schedule an inspection any time a maintenance problem is reported.

If the unit does not pass an inspection, and the failure is your responsibility, the HA usually allows thirty days to make the correction. If the correction is not made, the HA will abate assistance payments on the unit. The assistance for the period that the problem remains uncorrected is never recoverable.

(_____)initial

THE RENT

The total rent for the unit must pass the HA's rent reasonableness test. The HA will analyze the rent to determine if it is reasonable relative to rents charged in the unassisted market for comparable units and what you are charging other tenants for similar units. Please see page 2, number 12 of the Request For Tenancy Approval.

In the Section 8 program, allowable rent is based on affordability and rent reasonableness test. Program restrictions only allow tenants to pay up to 40% of their adjusted income towards rent during the first year of the contract.

After the initial term of the lease and contract, any proposed rent increases must be submitted in writing 90 days prior to the effective date and are tested for rent reasonableness. The tenant, under the Section 8 program, will likely bear the full cost of the increase, if the total rent (rent plus utility allowance) exceeds the payment standard.

()initial

ASSISTANCE PAYMENT

RECEIVING PAYMENT
In the Housing Choice Voucher program, the tenant pays the difference between the HA's payment and the total rent. It is illegal for owners to charge additional monies above what has been approved by the Housing Authority.

()initial

TERM OF ASSISTANCE

The assistance will continue unless it is terminated by you, the tenant, or the HA.

(____)initial

THE LEASE

It is not required that you use the suggested lease which is for an initial term of one year and automatically continues thereafter. If you decide to use your own lease, the provisions required by HUD must be met. The lease, and any attachments must, be approved by the HA before it is signed. No other agreements between owner and tenant are permitted without prior approval of the HA.

(____)initial

THE CONTRACT

When we use the term "contract", we are referring to the Housing Assistance Payments (HAP) Contract which governs the relationship between the HA and owner. Please read it!! The most critical provisions are:

- **Termination:** The HA will terminate the contract if you violate provisions or if the family is terminated from the program. The most common owner violations are failure to maintain the unit to standard, unallowable evictions, and unapproved charges.

- **Abatement of Assistance:** Payments will not be made when the unit fails a second HQS inspection.
- **Termination of Tenancy:** Lease Addendum lists the permissible causes for eviction and requires copies of all eviction notices to be given to the HA at the same time you serve the tenant. During the first year (initial term of lease), you may not terminate without showing cause and, for some causes, you must give the tenant opportunity to cure the violation.
- **After Initial Term of Lease:** Owner must, per CA law, use a 90 day notice without cause. Tenant must give a 60 day notice.
- **Notification:** You must notify the HA within thirty days of any change in ownership of the property, if the tenant vacates, or any additional persons occupy the unit.

Owners should understand before participating in the program that they have the right to receive the assistance payment only as long as they are in compliance with the contract. The contract terminates at the end of the month in which the tenant ceases to reside in the unit, the date of lock-out or on the date given in the HA’s notice of contract termination.

(_____)initial

SECURITY DEPOSITS AND OTHER CHARGES

If you are renting to a tenant who is in place, the security deposit previously paid by the tenant may remain. If the tenant is new, you may charge whatever you usually charge unassisted tenants, but never more than two months rent. The deposit is refundable as prescribed by State law.

The only charges permitted prior to occupancy are security deposit, first month's rent, and a reasonable credit and Unlawful Detainer report fee. As a part of the Lease Agreement, you may charge extra for optional items (such as a garage) provided that unassisted tenants are charged the same amounts and the HA has approved the charges in the lease agreement. Late fees are limited to 6%of tenants portion. You may charge the tenant for the cost of damages for which the family is responsible provided that you can document the expense.

Owners who assess unapproved charges are required to reimburse the tenant and may be immediately terminated from the program. The rules of thumb are:

- Do not charge the assisted tenant for anything unless you also charge unassisted tenants, and
- Always get prior written approval from the HA for charges that are not in the approved lease.

(_____)initial

PROCEDURE

1. When a family selects your unit and you agree to rent to them, they will give you a Request For Tenancy Approval (RFTA), Owner Information Sheet, Owner & Tenant Acknowledgment, and a Pre-Inspection Checklist.
2. Owner must complete Owner certification. Owner and tenant complete the RFTA and Owner & Tenant Acknowledgment. Return the documents and all ownership documents to the Housing Authority.
3. The HA approves the owner and schedules the unit for inspection.
4. After the unit passes inspection, the HA negotiates the rent with you.
5. After the rent is agreed upon, the HA sends the contract, lease and tenancy addendum to you for signature..
6. When the documents are returned to the HA, they are processed for payment.
7. Contract start date will be determined by the Housing Specialist.
8. Pending receipt of the first payment, you may charge the tenant the full rent. However, you must reimburse the tenant within 10 days of receiving the first payment for the period covered by the check.
9. Remember rent will not be paid until the rent, lease, unit and family have been approved. Tenants should not move in until then.

(_____)initial

THE FORMS

The RFTA and Owner & Tenant Acknowledgment must be filled out completely. No whiteout is allowed. If an error is made, line through it. Both owner and tenant must initial the change. The utility graph must be filled out to show whether the owner or tenant is responsible to pay for each utility/appliance. Failure to complete the graph correctly could cause a delay in processing.

(_____)initial

We want your experience with the HA to be a pleasant one. If you are having a problem, you are always welcome to talk with the Section supervisor. If needed, management is available to assist you.

FOR ALL STAFF INFORMATION AND EMAIL ADDRESSES PLEASE VISIT WWW.HACLB.ORG

COMMUNICATION WITH THE HOUSING AUTHORITY (HA)

The HA is open from 7:30 a.m. - 5:00 p.m. Monday – Thursday, and until 4:30 on Friday, You may have a need to speak or e-mail the following HA staff:

570-6985 **HA Main number**

570-6011 **HA Bureau Manager:** Darnisa Tyler
darnisa.tyler@longbeach.gov

570-6153 **HA Officer:** Alison King
alison.king@longbeach.gov

570-6285 **Intake Supervisor:** Linda Bevins
linda.bevins@longbeach.gov

570-5656 **Housing Aide -- Intake:** Anna Castaneda
anna.castaneda@longbeach.gov

570-5301 **Inspections Supervisor:** Saulo Amezcua
saulo.amezcua@longbeach.gov

570-5303 **Inspection Scheduler:** Debbi Brown
debbi.brown@longbeach.gov

570-5307 **Housing Aide – Rent Reasonableness:** Brittany Johnson
brittany.johnson@longbeach.gov

570-6365 **Occupancy Supervisor:** Joi Dailey
joi.dailey@longbeach.gov

570-6409 **Move Specialist (Map-Z):** Mechell Roberts
mechell.Roberts@longbeach.gov

570-6697 **Move Specialist (A-Mao):** Lillian Armenta
lillian.armenta@longbeach.gov

570-6117 **Portability and Special Programs Supervisor:** Heather Filbey-McCabe
heather.filbey@longbeach.gov

570-7328 **Fraud Hotline**

LISTING SERVICE

If you are interested in advertising available units in the Program, you may list your available units @ www.HACLB.org or by calling (562) 570-6125 and speaking with the Listing Clerk.

For all Staff Information and email addresses please visit www.HACLB.org

INITIAL DISCLOSURE FORM
(PLEASE PRINT)

Name of Property Owner: _____

Address of Property Owner: _____

Address of unit to be assisted by the Section 8 Program:

1. **Please attach a copy of the recorded grant deed OR final settlement or escrow statement OR current property tax bill of the property participating in the Section 8 Program.**

2. How is the title to the property held?

☐ Individual ☐ Other (Corporation, LLC etc)

3. If title is held by an individual or husband and wife, please list the complete names and addresses of each individual. Please complete form HA-123B.INT indicating to whom all documentation and payments should be made. All listed individuals or designated representatives must sign this document. Please attach a completed W-9 form, (included), copy of Driver's License and Social Security Card (if applicable) for the individual who will be receiving the payment.

4. If title is held by a partnership, please attach a complete list of names and addresses of all partners. For each individual, please attach a completed W-9 form (included), a copy of each Driver's License and each Social Security Card. Please include a copy of the Partnership Agreement and any amendments to this Agreement. Please complete form HA-123B.INT indicating to whom all documentation and payments should be made. All listed individuals must sign this document.

5. If title is held by a corporation, please attach a complete list of names and addresses of all officers. Please attach a completed W-9 form (included) and proof of Tax Identification Number. Please attach a copy of the Articles of Incorporation. Please complete form HA-123B.INT indicating to whom all documentation and payments should be made.

6. If title is held in any form not mentioned previously, please describe the manner in which it is owned. Please attach a complete list of names and addresses of the principals of the organization. **For each individual, please attach a completed W-9 form (included), a copy of each Driver's License and each Social Security Card.** Please complete form HA-123B.INT indicating to whom all documentation and payments should be made. All listed individuals must sign this document.

7. Except as previously answered, does any other person or organization have any ownership interest in the property?

☐ NO ☐ YES

If yes, please attach a list of the complete names and addresses of all such persons and organizations along with each individuals completed W-9 form (included), copy of Driver's License and Social Security Card. Please describe the nature of the interest held. If this ownership interest is set forth in writing, please provide a copy of this document.

8. During the past 12 months, have any of the persons named in the answers to the above questions and/or persons named in any of the documents submitted been employees, members, or officials of the City of Long Beach, of any Commission or Authority of the City of Long Beach.

☐ NO ☐ YES

If YES, please state the name(s) and job title(s) of the person(s):

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

Name of Property Owner or Designee

Signature

Signature

Signature

OWNER PAYMENT ASSIGNMENT

It is agreed that for the property located at:

the owner of record for all payments, contracts, amendments and any documentation originating from the Housing Authority of the City of Long Beach will be assigned to:

Name Tax Payer Identification Number

Address City State Zip

This is to be effective _____ until revoked by all parties signed below.

Please Print Name Title

Signature Date

Please Print Name Title

Signature Date

Please Print Name Title

Signature Date

Please Print Name Title

Signature Date

Please Print Name Title

Signature Date

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

DIRECT DEPOSIT AUTHORIZATION

Instructions For Form Completion

1. Please complete the Tax Identification Number (TIN) with the Owner's Social Security Number or Employer Identification Number
2. Please check the appropriate box for type of Authorization
3. Complete the "Type" box by inserting a "C" for Checking Account deposits or an "S" for Savings Account deposits PHOTOCOPY). **IF YOU SELECT A CHECKING ACCOUNT YOU MUST ATTACH A CURRENT VOIDED CHECK (OR this form cannot be processed and will be returned to you).**
4. Enter the Transit/ABA Number and Account Number in the spaces provided. These numbers can be found on the bottom of your pre-encoded check or obtained from your bank or financial institution. You are responsible for accurately identifying your account number for deposits made to savings accounts. Please check with your bank if you have questions regarding your Transit/ABA Number or Account Number.
5. Print the Bank Name or Financial Institution Name, Branch, Address and City/State/Zip.
6. Sign and date the form.

SS NUMBER/TAX IDENTIFICATION(TIN): _____

TYPE _____ (Checking /Savings) NEW _____ CHANGE _____ CANCEL _____

TRANSIT/ABA NUMBER _____ ACCT NUMBER _____

LEGAL NAME (OWNER) _____

BANK NAME _____ BRANCH _____

ADDRESS _____

CITY/STATE/ZIP _____

I hereby authorize the Housing Authority of the City of Long Beach (1) to initiate credit entries of my net housing assistance payments, by electronic fund transfer, to my account number listed above at the depository ("Bank") named above, and (2) to initiate, if necessary, debit entries or adjustments for any credit entries in error. This procedure for direct deposit of my housing assistance payments is in lieu of the check I would otherwise receive.

I will not hold the Housing Authority of the City of Long Beach, or its officers, agents or employees (collectively "Authority") responsible for any delay, loss or misapplication of funds (1) due to incorrect or incomplete information supplied by me or failure of my depository to correctly credit my account, or (2) due to any act or omissions by any outside entity (automated clearing house or financial institution). I understand that an unforeseen delay in computer downtime, power outages, or other unavoidable occurrences might affect the date of deposit of funds to my account, and hereby waive any liability due to such delay.

This authority is to remain in full force and effect until the Housing Authority of the City of Long Beach has received written notification from me of its termination.

Signature

Date

Telephone/Extension

DEFINITION OF DISABILITY

(For Reasonable Accommodation for Persons with Disabilities)

Effective July 1, 1998, HUD regulations prohibit the Housing Authority (HA) from approving a unit for lease if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family who is seeking to rent the unit.

The HA may approve a lease if the HA determines that approving the unit would provide reasonable accommodations for a family member who is a "person with disabilities" as defined in 24 CFR 8.3.

For the purpose of this new regulation, a person with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The phrase "physical or mental impairment" includes:

1. Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

If any family member requires reasonable accommodations, verification from a Licensed Medical professional will be required.

OWNER AND TENANT ACKNOWLEDGEMENT

IMPORTANT

DO NOT USE WHITE OUT TO CORRECT ERRORS. CROSS OUT THE ERROR, AND WRITE
THE CORRECT INFORMATION. BOTH PARTIES MUST INITIAL CHANGE.

IT IS STRONGLY RECOMMENDED THAT THE OWNER AND TENANT COMPLETE AND REVIEW THIS DOCUMENT TOGETHER.

VOUCHER EXPIRATION DATE: _____ VOUCHER _____ BEDROOM
SIZE: _____

MOVE SPECIALIST _____ PHONE (562) 570- _____

TENANT NAME: _____

PROPOSED UNIT ADDRESS: _____ APT # _____

CITY: LONG BEACH, STATE: CA, ZIP CODE: _____ - _____

OWNER NAME: _____

OWNER ADDRESS _____

CITY / STATE / ZIP CODE _____

TELEPHONE _____ CELL _____

EMAIL ADDRESS _____

PROPERTY MGMT CO. (if applicable) _____

ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ CELL _____

EMAIL ADDRESS _____

HOUSING ASSISTANCE PAYMENTS TO:

() OWNER () PROPERTY MANAGEMENT COMPANY

CORRESPONDENCE TO:

() OWNER () PROPERTY MANAGEMENT COMPANY

1. The Housing Authority (HA) is not responsible for any portion of the rent prior to execution of the Housing Assistance Payment Contract. () owner initial () tenant initial
2. Owner/Agent may not charge for services, facilities or amenities that have not been included in the lease and approved by the HA. () owner initial () tenant initial
3. The Owner/Agent may require the tenant to pay full rent until the Housing Authority makes the first assistance payment. This could take up to 60 days. () owner initial () tenant initial

The Owner/Agent and Tenant have discussed this requirement and the Tenant's ability to pay and have agreed the tenant will pay rent of \$ _____ until the Housing Authority makes the first assistance payment and a security deposit of \$ _____. () owner initial () tenant initial

If the Tenant pays more than the Housing Authority determined Tenant Rent at move-in, the Owner/Agent must reimburse the tenant the amount of the Housing Authority payment within ten days of receipt of the first check. () owner initial () tenant initial

4. The start date for the contract must be after:

- The unit has passed inspection
- The rent has been approved
- The lease has been approved by the Housing Authority
- Previous Section 8 contract has been terminated
- AND
- The Housing Authority has approved the Tenant to take possession of the unit.

To avoid problems, the Tenant and new Owner should be sure that the Move/Intake Specialist has approved the move-in. **If the tenant moves into a new unit prior to approval, tenant is responsible for the full rent.**
 (____) owner initial (____) tenant initial

5. Late Payment Fee: The Owner/Agent agrees not to collect more than the amount charged unassisted tenants as a late payment fee, not to exceed 6% of tenant portion.

(____) owner initial (____) tenant initial

6. To avoid any misconceptions about the procedure of establishing rents for a new rental unit, please understand that the Housing Authority must undertake two separate processes in order to arrive at the rent amount. These processes take place after the landlord and tenant have submitted the Request for Tenancy Approval.

-AFFORDABILITY: The Housing Authority must determine that the client can afford the rent. The affordable rent amount may be less than what the Owner wants for the unit. If that's the case, staff may call the Owner to ask if the lower amount is acceptable.

-RENT REASONABLENESS: The Housing Authority then inspects the unit to determine that it meets Housing Quality Standards, and to determine what amenities the unit has. The Housing Authority must then determine if the rent for the unit is reasonable in relation to the rents for similar properties in the neighborhood. We can only allow rents that are reasonable for the neighborhood.

-FINAL APPROVED RENT will not be determined until **AFTER** unit is inspected.

(____) owner initial (____) tenant initial

The first Housing Assistance Payment will be retroactive to the start date of the contract.

TENANT INFORMATION

HEAD OF HOUSEHOLD _____

PRESENT ADDRESS: _____

CITY/STATE/ZIP _____

TELEPHONE _____ CELL _____

EMAIL ADDRESS: _____

NUMBER OF FAMILY MEMBERS: ADULTS _____ CHILDREN _____

NAMES _____

I HAVE READ AND UNDERSTAND THE INFORMATION ON THIS FORM.

Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise						
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____						

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Pre-Inspection Checklist

The following contains guidelines on preparing your unit for inspection. Your contract with the Housing Authority requires that your unit meet these requirements. You are expected to manage your property according to Federal, State, and local guidelines.

EXTERIOR

- Address and unit numbers must be visible for emergency identification.
- Roof, gutters and down spouts should be sound and free from hazards.
- Properties with four to sixteen apartments (where the owner does not reside on the premises) must have a notice stating the owner/agent's name and address posted in a conspicuous place on the premises.
- All exterior surfaces must be free of any peeling & flaking paint/stucco.
- All crawl and vent screens must be secure and intact.
- Exterior must be kept in every part clean, sanitary, and free from all accumulation of debris, abandoned or inoperable motor vehicles and vehicle parts, filth, rubbish, garbage, rodents, insects and other vermin, excessive vegetation and other offensive matter.
- All public hallways, stairs and other exit ways must be adequately lighted at all times.
- Mail boxes must be in proper working condition.

WATER HEATER

- Must be secured with rated earthquake straps.
- Must have a pressure relief valve with discharge line extending to within 2 feet above floor.
- Water heater cabinet must be intact, secure and free of debris.
- All sections of exhaust vent must be properly installed and connected.

WINDOWS

- All cracked and broken glass must be replaced.
- Glazing, sashes and frames must be intact and working.
- Windows must be weather stripped as needed.
- All bedrooms and living rooms must have at least one operable window for ventilation. A bathroom does not require a window if it is equipped with an approved operative mechanical ventilation system.
- All windows require a screen and approved working lock.

STAIRWAYS

- Handrails are required on sections of four or more steps and must be secure.

ELEVATORS

- Must have a current inspection permit.

FLOORS

- All wood floors must be sanded to a smooth surface and sealed.
- Bathroom and kitchen floor surfaces shall be constructed and maintained so as to be substantially impervious to water.
- All floors must be in a finished state (no plywood).
- On new leases when tenant has not yet moved in, all floors should be thoroughly cleaned.
- All floors should have some type of baseshoe, trim or sealing for a finished look.
- All floors must be free of lumps, rips, tears, holes, and secured at seams. Carpeting should be replaced every five years or as needed.

ELECTRICAL

- The kitchen requires at least two working outlets and one working permanently installed light fixture.
- Most other rooms require at least one outlet and one permanently installed light fixture or two outlets.
- All electrical hazards must be eliminated, e.g., missing or cracked outlet cover plates, exposed wiring, reverse polarity, open grounded, inoperative GFI.
- Electricity must be on at time of inspection or inspection will be rated as fail.
- The bathroom requires one permanently installed light fixture and one outlet.
- All light fixtures must be secured.

HEATING/COOKING

- All heat sources must be capable of maintaining an interior temperature of at least 70 degrees at all times.
- All gas heat sources must have a fuel shut-off valve.
- All heater fire boxes must be kept clean and free of debris.
- Pilot lights on stoves must be working properly.

INFESTATION

- Any infestation of rodents or vermin (roaches, ants, water bugs, etc.) in a unit or building must be eliminated

Doors/Egress

Egresses must be free of obstruction.

- All fire exits must be kept in good working condition.

- In bedrooms where the window is used for emergency exit, at least one window must be operable and sized for fire exit. If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system that does not require prior knowledge to open. The owner is responsible for instructing the family on the use of the quick release system.
- All exterior doors must be weather tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.
- All exterior doors must be capable of being locked. Double cylinder deadbolt locks must be replaced with single cylinder deadbolt locks. Locks must be of adequate strength to provide security for the unit. Chain locks are not adequate.
- Knobs and striker plates must be present and in good working condition.
- All door frames must be intact.
- All interior doors must have no holes, have all trim intact, and be capable of being opened easily by tenant without use of a key.

WALLS & CEILINGS

- All ceilings and walls should be repaired to a like-new condition, including patching any holes or cracks, sanding all surfaces to a smooth finish and painting wall surfaces (excluding natural wood, paneling, wallpaper, etc.) on all new leases where tenant is not lease-in-place.
- All units must be painted every five years or more frequently if deemed necessary by the inspector.
- All walls in a tub or shower area must be covered with ceramic tile or a substitute material that is impervious to water to prevent water damage and eventual deterioration.

GAS

- Gas must be on at time of inspection with all pilots lit or inspection must be rated as fail.

KITCHEN AND BATHROOM

- Refrigerator must be present and in good working condition.
- Stove must be present and in good working condition with all knobs present.
- All fixtures must be free of corrosion and enamel intact.
- All other appliances must be in good working condition.
- All surfaces should be free of mold and mildew.

BEDROOMS

- A bedroom must have a floor area of not less than 70 square feet.
- Access to any required exits of a room or suite of rooms designated as bedrooms must be possible without passing through a bathroom or toilet room.

CLOSETS

- Rollers must be in good working condition.
- A clothes rod must be present (if designed for one.)

SMOKE DETECTORS/FIRE EXTINGUISHER

- Each dwelling unit must contain at least one battery-operated or hardwired smoke detector in proper working condition on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons.
- A smoke detector must be installed in each sleeping area and in areas such as hallways that give access to sleeping areas.
- Tenants are responsible for providing and replacing batteries for battery powered units.
- Fire extinguisher must be present and in good working condition in all areas required by Long Beach Fire Code.
- It is recommended that a fire extinguisher be wall mounted in or near the kitchen area.

CABINETS

- Must be intact including all knobs, hinges, drawers and shelves.
- On new leases when tenant is not lease-in-place, cabinets and drawers should be thoroughly cleaned.

MANAGEMENT

- A janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are sixteen or more apartments.

SITE & NEIGHBORHOOD

- The property must be reasonably free of serious conditions which would endanger the health or safety of residents:
- Permits may be requested for any alterations.

Criminal activity

- Hazardous or disruptive activity
- Illegal drug usage and/or sale

Nuisance or harassment of the public

- Excessive noise

Inadequate property management

- Owner/ manager is responsible to make sure that unit is kept neat and orderly.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

Presence of Lead-based paint or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- ☐ Lessor has no knowledge of lead-based paint and/or lead hazards in the housing.

Records and reports available to the lessor (check one below):

- ☐ Lessor has provided in the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (List documents below and attach copies)

- ☐ Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing

Lessee's Acknowledgement (initial)

- ☐ Lessee has received copies of all information listed above.

Initials: _____

- ☐ Lessee has received the pamphlets, *Protect Your Family From Lead in Your Home*.

Initials: _____

Agent's Acknowledgment (Initial)

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4854d and is aware of his/her responsibilities to ensure compliance.

Initials: _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Lessor	_____ Date
_____ Lessee	_____ Date
_____ Agent	_____ Date

_____ Lessor	_____ Date
_____ Lessee	_____ Date
_____ Agent	_____ Date

For additional information please visit the following websites:

www.longbeach.gov/health/eh/default.asp or www.hud.gov/offices/lead/healthyhomes/lead.cfm